

SECTION B
INSTRUCTION TO BIDDERS

Bidders will observe the following instructions which are in addition to those contained in the "Notice to Bidders" and which must be considered in preparing bids.

A. PRIOR TO FILLING IN FORMS

Before submitting a bid, the Bidders shall carefully examine any drawings, read the specifications, terms of the Agreement, and all other Contract Documents; shall visit the site of the work if site conditions affect the bid price; and shall fully inform themselves as to all existing conditions and limitations. Any information provided to Bidders by the DISTRICT regarding site conditions and limitations are for general information only and shall not be relied upon by the Bidders as a representation of existing conditions or limitations. The Bidders shall include in the bid a sum to cover the cost of all items included in the Contract. Making a bid creates a conclusive presumption that these things have been done.

Should a Bidder find discrepancies in, or omissions from, the specification or other Contract Documents, or should they be in doubt as to their meaning, they shall, at once, so notify the DISTRICT in writing. If the point in question is not clearly and fully set forth, a written addendum or bulletin of instructions will be mailed or delivered to each person obtaining a set of Contract Documents as provided for in the "Notice to Bidders." Each person requesting an interpretation will be responsible for the delivery of their request to the DISTRICT. The DISTRICT will not be bound by, or responsible for, any other explanations or interpretations of the Contract Documents than those given in writing as set forth in this paragraph. Oral instructions, interpretations, or representations shall not be binding upon the DISTRICT.

B. PREPARATION AND SUBMISSION OF BIDS

No person, firm, or corporation shall be allowed to make, file, or be a principal in more than one (1) bid proposal on the same Contract; however, any number of Bidders may bid machinery, equipment, apparatus, or materials manufactured or supplied by a single manufacturer or supplier so long as not more than one (1) Bidder is controlled by the manufacturer or supplier.

A person, firm, or corporation who has submitted a subcontract proposal to a Bidder not controlled by it, or a manufacturer or supplier who has quoted prices on machinery, equipment, apparatus, or materials to a Bidder not controlled by it, is not thereby disqualified from submitting a bid itself or submitting a subcontract proposal or quoting prices to other Bidders.

The DISTRICT will furnish one (1) set [three (3) copies] of the Contract Documents, and the Bidder will return two (2) fully executed copies, with all items properly filled out.

The DISTRICT does not require the return of drawings with the bid document. The successful bid will be accepted by the DISTRICT and signed by its officers so as to constitute a binding Contract, and one (1) fully executed copy of the Contract Documents will be returned to the successful Bidder.

Numerals shall be typewritten or written in ink. Interlineations, alterations, or erasures shall be initialed and dated in ink, and the completed form shall be signed in ink.

All bids submitted to the DISTRICT must be sealed, addressed to, and deposited with the Supply Chain Management Department on or before the day and hour set for opening of bids in the "Notice to Bidders," page A-2. Said bids must be marked "Sealed Bid" and shall be identified on the envelope with the name of Bidder and title of the work and Contract Number. The DISTRICT will not accept bids which are not sealed, such as oral, telegraphic, telephonic, electronic (such as e-mail), or facsimile proposals received on a facsimile machine by the DISTRICT.

Each Bidder shall fill in all spaces in forms provided in the specifications and shall submit as a minimum any drawings and data described therein. The specifically listed data is in no way intended to limit the information submitted with any proposal and each Bidder is invited to include with their proposal such additional prints or other information as they believe necessary to provide a complete description of their offerings. Two (2) copies of all prints or data shall be furnished with the proposal.

Each Bidder shall fill out and submit with their bid the enclosed W-9 Taxpayer Identification Number and Certification Form.

Descriptive information submitted should not include Bidder's standard proposal forms or sheets on which is listed the items included in the proposal, or on which is included statements regarding conditions of sale, standard warranties, limits of liability, or other statements which might indicate an apparent deviation from the DISTRICT'S Contract Documents.

Any statements or conditions contained in data submitted by Bidder, which deviate by additions, deletions or otherwise from these Contract Documents and specifications, may be cause for rejection of the bid. If the additions, deletions, and qualifications are substantial, the bid will be rejected.

In the event that Bidders are required to set out a guaranteed completion or delivery date, the DISTRICT will take into consideration such stated date and the Bidder's apparent ability to meet it.

C. CONTRACT SPECIFICATIONS

Whenever in the specifications any equipment, material, or process is indicated or specified by patent or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material,

equipment, or process desired and shall be deemed to be followed by the words "or equivalent."

In all cases the DISTRICT shall be the sole judge of whether any material, equipment, apparatus, or process is "equal," "equivalent," or "approved equal."

If the Bidder desires to offer a particular substitution as equivalent to a specified item, they shall determine whether the DISTRICT considers the proposed item equal to that named in the DISTRICT'S specifications. The Bidder shall request a substitution in writing as soon as possible after receipt of the Contract Documents, but in no case later than ten (10) calendar days in advance of the opening of the bids. Failure to obtain this approval may be cause for rejection of the proposal. If the DISTRICT approves the proposed substitution, all Bidders will be so advised by an addendum to the Contract Documents.

Bidder must supply at his expense any information and/or test requested by the Engineer and/or DISTRICT to determine acceptability of the substitute. Any purchase of proposed substitute products by the Bidder prior to acceptance by the Engineer and/or DISTRICT will be at the Bidder's own risk.

Refer to Section G for the listing of acceptable suppliers.

D. BIDDER'S QUALIFICATIONS

The magnitude and complexity of the work covered by this specification and its importance to the timely completion of the Project(s) as a whole make adequate experience in doing similar work a prime requisite of the CONTRACTOR. The DISTRICT therefore reserves the right, in determining the responsibility of the Bidder and the lowest and best bid, to give such weight as it deems proper to the Bidder's experience record in the manufacture, successful operation, and timely servicing of equipment of comparable size and complexity. Consideration may be given to the adaptability of machinery and apparatus to be purchased for the particular use required, to the preservation of uniformity, and the coordination of machinery and apparatus with other machinery and equipment already installed. The Bidder must furnish all of the information called for in the bid documents in order to enable the DISTRICT to make such determination.

All equipment items, controls, and instrumentation, not directly manufactured by the CONTRACTOR, but required by this specification to be furnished by the CONTRACTOR as part of their overall Contract work shall be products of well established and bona fide manufacturers, each known to be skilled and regularly engaged in the manufacture of the equipment which shall be of similar quality to that offered by the CONTRACTOR.

The manufacturers of all equipment items, controls, and instrumentation furnished by the CONTRACTOR, shall have an established conveniently located service organization in

the United States, provided with adequate technical service personnel and facilities for prompt, efficient handling of all repairs of this equipment.

At the request of the DISTRICT, any Bidder may be required to furnish evidence satisfactory to the DISTRICT that the Bidder has the necessary experience, facilities, ability, and financial resources to perform the Contract.

E. BIDDER'S QUESTIONS

Should the Bidder have questions concerning the Contract Documents, they shall direct their questions to:

Karla Tremel,
Supply Chain Manager
(402) 563-_____ (phone)
(402) 563-5034 (fax)
e-mail: _____.

or

Bob Nitsch
Gerald Gentleman Station Plant Engineer
(phone)
(fax)
e-mail: bbnitsc@nppd.com

(NPPD to confirm or provide missing info)

F. AWARD AND EVALUATION

The Contract will, as hereinafter set out, be awarded to the responsible Bidder submitting the lowest and best bid which complies with these Contract Documents provided their bid is reasonable and it is to the interest of the DISTRICT to accept. The DISTRICT, however, reserves the right to reject any and all bids and to waive minor technical variances or omissions which do not affect the competitive character of the bid.

G. BID SECURITY

All bids must be accompanied by bid security in the amount of five percent (5%) of the bid price in the Contract Documents in the form of either a certified check, an irrevocable letter of credit drawn on a commercial bank and made payable to the DISTRICT, or by a Bidder's Bond accompanied by a Power of Attorney executed by an approved Surety Company authorized to do business in the State of Nebraska and which must appear on the most recently published U.S. Treasury Department Surety List of approved sureties and must act within the limitation listed therein. **Please note that whichever form of bid security is provided, photocopies, or copies transmitted by facsimile will not be**

accepted.

If the successful Bidder refuses or neglects to provide a performance bond in the form included in the Contract Documents within the time-frame to be established by the DISTRICT'S Board of Directors at the time of award (no less than fifteen (15) calendar days), said certified check, bond, or letter of credit will be collected and retained by the DISTRICT to the extent that the amount collected and retained from said bid security shall be equal to the difference between the amount specified in said bid and such larger amount for which the DISTRICT may in good faith contract with another party to perform the work covered by said bid, but in no event shall said amount exceed five percent (5%) of the bid price of the Bidder. Irrevocable letters of credit submitted as bid security shall expire no sooner than one-hundred twenty (120) calendar days from date of bid opening. Certified checks, letters of credit and bid bonds will be returned to unsuccessful Bidders after receipt of the successful Bidder's performance bond or after the rejection of all bids. Bidders who have a Term Bid Bond approved by and on file with the DISTRICT and who indicate said Term Bid Bond shall be effective with respect to this bid, need not provide the certified check, bid bond, or letter of credit specified in this paragraph.

If the bid security submitted is in the form of either a certified check or an irrevocable letter of credit, the Bidder shall provide with their bid, written confirmation from the Bidder's surety indicating the Bidder is capable of obtaining the required performance bond in the amount(s) being bid.

This written confirmation is also required if the bid security submitted is a bid bond written by a surety other than the surety listed in Section C, "Performance Bond Information."

The Bidder shall ensure that the proper name for the legal entity submitting this bid appears on both the bid bond form submitted with this bid and on the C-1 signature page of this Contract.